

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
May 23, 2003**



REQUEST FOR PROPOSAL #03-5256-8849

**ENGINEERING SERVICES FOR PROGRAMMING AND DESIGN OF
IMPROVEMENTS TO THE NORTHERN AREA TRANSFER
STATION FOR THE WASTE AND RESOURCE RECOVERY
DIVISION OF THE DEPARTMENT OF GENERAL SERVICES**

DUE: JUNE 25, 2003

**Request For Proposal Prepared By
Martin W. Franciscus, CPPB
Senior Contract Administrator
Purchasing Department
www.co.chesterfield.va.us/ManagementServices/Purchasing/purchasing.asp**

The County of Chesterfield (County) hereby solicits interested and qualified firms (Consultant) to submit proposals and statements of qualifications for providing professional engineering services for the programming and design of the improvements to the Northern Area Transfer Station for the Waste and Resource Recovery Division of the Department of General Services, Chesterfield County Virginia.

1. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

- 1.1 Submittals, in **four (4)** copies, marked "**A/E Services for Improvements to the Northern Area Transfer Station**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **June 25, 2003**, in:

Chesterfield County Purchasing Department
Administration Building, Room 402, Fourth Floor
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0051

- 1.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with **RFP #03-5256-8849** and proposal subject, "**Engineering Services for the improvements to the Northern Area Transfer Station**"
- 1.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 1.5 In the event that the County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.
- 1.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 1.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Chesterfield reserves the right to award in part or in whole or to reject any or all proposals. Any requirements listed herein are intended to describe qualifications, certifications and or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting any requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

- 1.8 Any proposal submitted **MUST** include the Signature Sheet, which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 1.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, offerors should limit their response to 50 typed pages, font size shall be no smaller than 10.**
- 1.10 For information pertaining to the award of this procurement transaction, offerors may access public notification electronically at:
www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp
- 1.11 If you desire not to respond to this proposal, please forward your acknowledgment of **NO PROPOSAL SUBMITTED** to the above address. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.
- 1.12 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or Contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."
- 1.13 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to request for proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative. The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 1.14 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.
- 1.15 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.
- 1.16 Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each Contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subContractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of SubContractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

- 1.17 Definitions - For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: African Americans, Asian Americans, Native Americans, Eskimos and Aleuts. (Reference: 2.1-6432.1 of the *Code of Virginia*)

Chesterfield Business (CB) – any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority - a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following:

Asian Americans - all person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands including but not limited to

Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Srilanka and who are regarded as such by the community of which these persons claim to be a part.

African Americans - all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

Hispanic Americans - all persons having origins in any of the Spanish-speaking peoples of Mexico, South or Central American, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

Native Americans - all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

Eskimos and Aleuts - all persons having origins in any part of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Members of other groups - all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act (15USC637)[a]. (VR486-01-02; September 9, 1992)

2.0 **SELECTED TERMS AND CONDITIONS OF THE CONTRACT**

2.1 Non-Appropriations: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.

2.2 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the offeror, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

2.3 Termination: It shall be the sole right of the County to terminate any contract upon written notification to the Contractor.

2.4 Nondiscrimination Clause: In accordance with Section 2-48 of the *Code of Chesterfield*, and Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by law relating to discrimination in employment, except where race, religion, color, sex, national origin, age, disability is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.5 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers(payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

2.6 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

A. Provide a drug-free workplace for the contractor's employees

B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition

C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.7 **INSURANCE REQUIREMENTS:**

- A. The Architectural/Engineering (A/E) service firm shall be responsible for their professional services. The A/E firm assumes all risk of damage or injury to its property or persons employed by the firm or in connection with the work contracted for, and of all damage or injury to any person or property, resulting from the A/E firm's errors, omissions or negligent act(s).
- B. The successful A/E firm must present a certificate of insurance to Chesterfield County. In the descriptions of operations section, the following wording must be included: **THIS COVERAGE RESPONDS TO THE PROFESSIONAL LIABILITY FROM EACH AND EVERY A&E SUB ON THE JOB.**
- C. The A/E shall, during the continuance of all work under the Contract provide the following:
1. Statutory **Workers' Compensation** insurance.
 2. **Employer's Liability** insurance in limits of not less than **\$500,000** to protect the A/E from liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 3. **Commercial General Liability** insurance in the amount of **\$2,000,000** per occurrence/aggregate, to protect the A/E, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury. Completed operations liability endorsement shall continue in force for three years following completion of the construction of the project.
 4. **Automobile Liability** insurance, in the amount of **\$2,000,000** per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor.
 5. **Professional Liability** insurance in the limits of **\$2,000,000** per occurrence/aggregate per year. This coverage shall continue in force for three years following completion of construction of the project. In the event that the coverage in effect upon execution of this contract is terminated for any reason prior to the third year after completion of construction of the project, the A/E agrees to initiate new coverage equivalent to \$2,000,000 per

occurrence/aggregate per year. Any such new coverage will contain a provision which provides Prior Acts coverage to protect the A/E from claims caused by errors, omissions, or negligent acts which occurred during the time frame the A/E's liability was covered by the former insurance carrier.

6. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the A/E must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The A/E must either:

- a. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the project.
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

7. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

8. The A/E agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

9. The A/E will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.

10. The A/E will secure and maintain all insurance certificates of its sub consultants which shall be made available to the County on demand.

11. The A/E will provide on demand certified copies of all insurance policies related to the Contract within ten business days of demand by the County. These certified copies will be sent to the County from the A/E's insurance agent or representative.

D. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30 day written notice to the County. The A/E shall furnish a new certificate prior to any change or cancellation date. The failure of the A/E to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.

E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

F. Nothing contained in the specifications shall be construed as creating any contractual

relationship between any sub consultants and the County. The A/E shall be as fully responsible to the County for the acts and omissions of the sub consultants and of persons employed by them as it is for acts and omissions of person directly employed by it.

- G. The A/E and all sub consultants are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
- H. Chesterfield County shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess.
- I. If an "ACCORD" Insurance Certificate form is used by the contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

2.8 Environmental Management: Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

2.9 Chesterfield County, in accordance with Code of Virginia, does not discriminate against faith-based organizations.

3. SCOPE OF SERVICES

At a minimum, the Consultant shall provide the services listed below:

- 3.1 Review existing conditions and provide program recommendations to the owner prior to authorization to proceed with actual design. **Engineer must consider some involvement from a professional architect.** Depending on what solution is proposed and approved vertical construction may be necessary. The bulk of the work for this project is envisioned to be civil engineering with emphasis on traffic and queuing theory for management of vehicle throughput. Security concerns will also be addressed by the consultant.
- 3.2 Preparation of complete bid specifications and drawings for improvements to all service areas of the Northern Area Transfer Station using the latest in transfer technology with particular emphasis on compliance with all appropriate codes including the new International Building Code (IBC) if in effect, (VUSBC), the Americans with Disabilities Act and any and all other existing and relevant mandates and statutes. Additionally, the selected vendor will be responsible for the review and analysis of current and projected customer volumes to determine the necessary facility designed capacity. Drawings will be prepared for concept studies and all subsequent stages of design including schematic, design development and construction drawings. **Provide independent cost estimates at all three stages of design.**
- 3.3 Arrange and attend all developer review meetings required by the County of Chesterfield.
- 3.4 Attend all pre bid, pre construction and progress review meetings.
- 3.5 Assist County with bid evaluation and construction contractor selection.
- 3.6 Review and approve all shop drawings and product submittals to ensure compliance with

design intent and code compliances.

3.7 Approve pay requests and process change orders as needed.

4. **CONTRACT DESCRIPTION/CONTRACTOR QUALIFICATIONS &PROJECT SCHEDULE**

4.1 All proposals must be received in accordance with requirements listed on page 2. **The detailed scope of work and schedule of deliverables and fee structure shall be negotiated with the successful offeror.**

5. **CONTRACT DOCUMENT**

5.1 The contract that will be utilized is the Standard B141 as amended by Chesterfield County.

6. **COUNTY'S RESPONSIBILITIES**

6.1 The County shall:

1. Provide to consultant all information in possession of the County which relates to County's requirements for the project or which is relevant to the project.
2. Assist consultant in obtaining permission to enter upon public or private property as required for consultant to perform its services.
3. Examine all studies, test results, reports, sketches, drawings, specifications, proposals, schedules, and other documents presented by consultant.
4. Designate a person to act as the County's representative with respect to the work to be performed under this contract. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to the contract. Bob Rivers Tel 804-796-7098

7. **QUALITY COMMITMENT**

7.1 Chesterfield County has adopted best management practices to ensure the highest quality of products and services are provided to it's citizens. With this goal in mind, offerors are required to demonstrate they possess and utilize appropriate quality management systems which result in customer satisfaction and continuous improvement.

7.2 To satisfy these requirements, the offeror must demonstrate their firm's commitment to best management practices and providing services with the highest possible level of quality throughout all phases of work. Proposals must demonstrate, at a minimum, (1) a complete understanding of the processes utilized within the organization to ensure quality and (2) graphical demonstrations that outline quality and process management within the organization and how they relate with sub consultants and with the owner. This criteria shall not be satisfactorily met by indicating that the firm has a quality control process or manual that meets the goals that have been established by Chesterfield County. The response to quality must be deliberate and contain sufficient evidence that the firm has adopted quality and best management practices as an integral part of the organization. As a part of the response to this request, offerors shall demonstrate the following:

1. Show the organization's design process, e.g. process map, flow charts.

2. Show cycle time for process, e.g. Gantt chart, milestone chart.
3. Show historical data on budget and change orders, e.g. Pareto charts identifying the reasons for all change orders and frequency of occurrence.
4. Demonstrate processes in place to recognize, track and analyze project change orders due to errors and omissions (including those caused by any sub consultants) and discuss how these processes are utilized to minimize future occurrences.
5. Demonstrate customer satisfaction data, e.g. Indicate that there are systems in place allowing for a proactive approach to collecting customer satisfaction data. Demonstrate how this data is collected and analyzed and what actions are taken on the data results.

8. SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

8.1 EVALUATION CRITERIA

- 8.1.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.
1. Specific experience in the design of modern high efficiency transfer stations for waste disposal. Experience in traffic management is critical. Consultant must have a clear understanding of the entire waste steam processes.
 2. General experience of firm. Overall level of education and experience on small as well as larger projects. Be specific on level of experience of each consultant, their location and how many years you have worked together. Proposals shall include resumes of all personnel who will work on this project (including consultants) and list their roles/responsibilities.
 3. Managerial capabilities:
 - A. Ability to manage several projects simultaneously. Include present and anticipated workload.
 - B. Firm's approach to the project.
 - C. Demonstrated systematic approach to quality assurance and interdisciplinary coordination methodologies throughout the various phases of design and construction administration.
 4. Demonstrated knowledge of local conditions and physical proximity to the project.
 5. Demonstration as to the quality of previous work, timeliness, diligence, and ability to meet budget and schedule.
 6. Demonstration of quality commitment as outlined in section 7.

8.2 **SELECTION PROCEDURE**

The public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

8.3 **REFERENCES**

- 8.3.1 All offerors shall include a list of a minimum of five references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
- 8.3.2 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

8.4 **BASIS FOR AWARD**

- 8.4.1 Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the county, shall be utilized in the final award.

8.5 NO CONTACT POLICY

- 8.5.1 After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

8.6 FURTHER INFORMATION

- 8.6.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mr. Bob Rivers, Construction Manager at (804) 796-7098 any other questions may be directed to Martin W. Franciscus, CPPB, Senior Contract Administrator, (804) 748-1703 or by Internet E-mail to purchasing@co.chesterfield.va.us.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #03-5256-8849**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Fed ID No.: _____ **Phone (____)** _____ **Fax (____)** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority Business Enterprise: Yes _____ No _____

Woman-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES, AND
CHESTERFIELD BUSINESSES

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount
Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(T)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date: _____
(Type or Print)